



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



July 1, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH THERMO ELECTRON
NORTH AMERICA, LLC, TO PROVIDE FOURIER
TRANSFORM-INFRARED (FT-IR) SPECTROMETRY
EQUIPMENT MAINTENANCE SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approve an Agreement with Thermo Electron North America, LLC, to provide spectrometry equipment maintenance services to the Los Angeles County Sheriff's Department (Department), Scientific Services Bureau (SSB).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the attached Agreement with Thermo Electron North America, LLC (Thermo). The term of this agreement shall be for three (3) years, plus two (2) one-year options, plus a month-to-month extension option in any increment not-to-exceed six (6) months, if required to best serve the County's interest. The agreement sum is estimated to be \$284,305.
2. Authorize the Sheriff or his designee to execute all change orders, extensions, and amendments as specified in the agreement.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this agreement is to provide the Department with Fourier Transform-Infrared (FT-IR) spectrometry equipment maintenance and repair services for the Department's SSB, which operates one of the largest full-service crime laboratories in the nation. The SSB provides forensic science support to the Department, as well as all local law enforcement agencies with the exception of the Los Angeles Police Department.

Implementation of Strategic Plan Goals

The services provided support the County's Strategic Goals for Service Excellence. Specifically, the contract will allow Thermo to provide continued FT-IR system maintenance and repair services.

FISCAL IMPACT/FINANCING

The agreement price for the full-service maintenance and repair program is fixed for the term at \$261,305.

This Agreement includes a provision for the "as needed" Teardown and Reconfiguration (T&R) of up to two (2) FT-IR systems during the contract term at a discounted fixed rate of \$750 per system. The cost of each T&R in excess of the initial two (2) systems is fixed at \$1,100 per system for the entire contract term. The contract sum includes an "as needed" contingency of \$12,500 to pay for T&Rs, should they be required.

The agreement also includes a provision for the purchase of Thermo FT-IR Smart Accessories (accessories/mechanisms used to sample forensic evidence) at a discounted fixed rate of \$367.50 per accessory, as well as "as needed" system software upgrades at a discounted fixed rate of \$525 per upgrade for the entire contract term. The contract sum includes an "as needed" contingency of \$23,000 to pay for "as needed" Smart Accessories and software upgrades, should they be required.

Funding has been identified in the Department's operating budget. Annual allocations will be made to finance the ongoing cost of this maintenance program. The contract sum that includes all option periods and contingency funding totaling \$23,000 is estimated to be \$284,305.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department's Scientific Services Bureau currently operates 18 FT-IR systems and accessory components. A staff of 253 members provide forensic science support to all

The Honorable Board of Supervisors
July 1, 2008
Page 3

Los Angeles County law enforcement agencies with the exception of the Los Angeles Police Department. Approximately one half of the nearly 70,000 cases submitted annually to SSB are from Department Investigators, while the remainder are from local, state, and Federal police agencies.

Since 1989, the SSB has been accredited through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB). In order to ensure that the FT-IR systems continue to operate efficiently and effectively, they must be regularly maintained and expeditiously repaired or replaced when problems are detected.

This agreement is in compliance with all Board, Chief Executive Office (CEO), and County Counsel requirements and has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

The proposed agreement with Thermo was procured on a sole-source basis since Thermo does not certify or train third parties to maintain their proprietary equipment. The Sole Source Questionnaire and Checklist have been forwarded to the CEO for review as required by your Board.

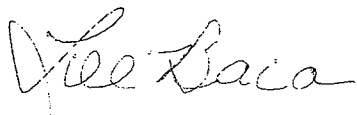
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval and execution of the Contract by your Board, please return an adopted copy of this action and two (2) originally executed copies of the agreement to the Department's Contracts Unit for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

CONTRACT No. ~~XXXXXX~~ - WEBVEN No. 12960002



AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THERMO ELECTRON NORTH AMERICA, LLC

FOR

THERMO™ FT-IR EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

July 2008

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT
THERMO FT-IR EQUIPMENT MAINTENANCE AND SUPPORT SERVICES
Table of Contents

RECITALS	1
1.0 AGREEMENT AND INTERPRETATION.....	1
1.1 Agreement.....	1
1.2 Interpretation.....	1
1.3 Additional Terms and Conditions	2
1.4 Construction	2
2.0 DEFINITIONS	2
3.0 ADMINISTRATION OF AGREEMENT – COUNTY.....	4
3.1 County Project Director.....	4
3.2 County Project Manager.....	5
3.3 Consolidation of Duties	6
3.4 County Personnel.....	6
4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	6
4.1 Contractor Project Director.....	6
4.2 Contractor Project Manager.....	7
4.3 Approval of Contractor's Staff.....	7
4.4 Reports by Contractor	8
5.0 WORK; APPROVAL AND ACCEPTANCE.....	8
5.1 General	8
5.2 Approval.....	8
6.0. CHANGE ORDERS AND AMENDMENTS	9
6.1 General	9
6.2 Audit of Change Order Work.....	10
7.0. TERM.....	10
8.0 PRICES AND FEES.....	10
8.1 General	10
8.2 Maximum Contract Sum.....	10
8.3 Reimbursable Costs	11
8.4 Option Term Maintenance and Repair Fees	12
8.5 Taxes	12
8.6 Price Changes.....	12
9.0 COUNTY'S OBLIGATIONS FOR FUTURE FISCAL YEARS.....	12
10.0 INVOICES AND PAYMENTS.....	13
10.1 Approval of Invoices.....	13
10.2 Submission of Invoices.....	13
10.3 Detail.....	14
10.4 No Out-of-Pocket Expenses.....	14
10.5 Invoice Discrepancy Report	14
10.6 Contractor Responsibility	14
10.7 County's Right to Withhold.....	14

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT
THERMO FT-IR EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

Table of Contents

11.0	DEFICIENCIES.....	15
12.0	NOTICES	15
13.0	ARM'S LENGTH NEGOTIATIONS.....	16
14.0	SURVIVAL	17
SIGNATURES		18

EXHIBITS

EXHIBIT A –	ADDITIONAL TERMS AND CONDITIONS
EXHIBIT B –	STATEMENT OF WORK
EXHIBIT C –	TECHNICAL EXHIBITS
EXHIBIT D –	EQUIPMENT LIST & PRICE SCHEDULE
EXHIBIT E –	CONTRACTOR'S EEO CERTIFICATION
EXHIBIT F –	THERMOFISHER SCIENTIFIC CODE OF BUSINESS CONDUCT AND ETHICS

RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Thermo Electron North America, LLC, a limited liability corporation organized under the laws of the State of Delaware, located at 5225 Verona Road, Madison, Wisconsin 53711 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department owns and utilizes specialized FT-IR gas chromatography-mass spectrometry equipment ("Equipment") to process forensic evidence;

WHEREAS, the Equipment requires preventative maintenance, support and remedial repair services to ensure continuous operation; and

WHEREAS, the County does not have the knowledge and technical expertise necessary to provide preventative maintenance, support and remedial repairs for the Equipment; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide such equipment maintenance and repair services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through F, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 Exhibit A - Additional Terms and Conditions

1.2.2 Exhibit B - Statement of Work

1.2.3 Exhibit D - Equipment List and Price Schedule

1.2.4 Exhibit C - Technical Exhibits

1.2.5 Exhibit E - Contractor's EEO Certification

1.2.6 Exhibits F1 and F2 - Contractor's Confidentiality Agreements

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.0, Agreement, attached hereto as Exhibit A, Additional Terms and Conditions, and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.0 (Agreement).

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order" has the meaning set forth in Section 6.0 (Change Orders and Amendments).

2.5 "CIO" means County's Chief Information Officer.

2.6 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.7 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

- 2.8 "County" has the meaning set forth in the Recitals.
- 2.9 "County Counsel" means County's Office of the County Counsel.
- 2.10 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.11 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.12 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.13 "Daily Labor Rate" means, for Contractor's personnel, the fully burdened per diem rates set forth in Exhibit D (Equipment List & Price Schedule), each of which such rates includes an allocated average of direct and indirect costs, overhead, administrative expenses attributable to each personnel day worked.
- 2.14 "Deficiency" has the meaning set forth in Section 12.0 (Deficiencies).
- 2.15 "Department" has the meaning set forth in the Recitals.
- 2.16 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.17 "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, and system designs that support the use of the Equipment or that are required to be provided by Contractor under this Agreement.
- 2.18 "Infringement Claims" has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.19 "Initial Term" has the meaning set forth in Section 7.0 (Term).
- 2.20 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.21 "Jury Service Program" has the meaning set forth in Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.22 "Maximum Contract Sum" has the meaning set forth in Section 8.0 (Prices and Fees).
- 2.23 "Notice of Delay" has the meaning set forth in Section 56.0 (Notice of Delay) of Exhibit A (Additional Terms and Conditions).
- 2.24 "Option Term" has the meaning set forth in Section 7.0 (Term).

- 2.25 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.26 "Specifications" means (a) with respect to the Equipment, the OEM's specifications set forth in any relevant Documentation, and (b) with respect to the Services and Services Deliverables, the specifications set forth in the Statement of Work.
- 2.27 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.
- 2.28 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or amendment.
- 2.29 "Task" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment.
- 2.30 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.31 "Term" has the meaning set forth in Section 7.0 (Term).
- 2.32 "Update, software" means a subsequent software release that incorporates requested or required minor changes needed to correct or improve the previous version. Usually requires partial update to the existing software file structure.
- 2.33 "Upgrade, software" means a subsequent software release that incorporates major changes or technology advances in functionality or capability. Usually requires complete replacement of the existing software file structure.
- 2.34 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 The "County Project Director" for this Agreement shall be the following person:

David A. Walters, Captain
1800 Paseo Rancho Castilla
Los Angeles, California 90032
Phone: (323) 260-8501
Facsimile: 323.415.3622
Email: DAWalter@lasd.org

3.1.2 County will notify Contractor of any change in the name or address of the County Project Director.

3.1.3 Except as set forth in Section 6.0 (Change Orders and Amendments) of this Agreement, the County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 The County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 The "County Project Manager" for this Agreement shall be the following person:

Heidi M. Robbins, Assistant Director
7717 Golondrinas Street
Downey, California 90242
Phone: (562) 940-0109
Fax: (323) 415-1805
Email: hmrobbin@lasd.org

3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to the County Project Manager, such notice, report, or other delivery shall be made to the County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Sub-paragraph 3.2.2.

3.2.3 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.4 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.

3.2.5 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 The County Project Manager shall advise the County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties

County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 The "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Greg Stahl
Thermo Electron North America LLC,
A Division of Thermo Fisher Scientific
5225 Verona Road
Madison, WI 53711
Phone: 800-532-4752
Cell: 608-219-3844
Email: greg.stahl@thermofisher.com

4.1.2 The Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, the Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

- 4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Robert Brandner
Thermo Electron North America LLC,
A Division of Thermo Fisher Scientific
5225 Verona Road
Madison, WI 53711
Phone: 800-532-4752
Cell: 562-896-5043
Email: Robert.brandner@thermofisher.com

- 4.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Reports by Contractor).
- 4.2.3 From the Effective Date through the expiration of the Term, the Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Sub-paragraphs 4.1.1 and 4.2.1. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 Contractor shall ensure that its personnel assigned to provide services under this Agreement are trained and experienced to maintain and repair the equipment, and if appropriate, are licensed or certified in the technology, trades and tasks required by the Agreement.
- 4.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including systems engineers, programmers and equipment repair technicians, together with Contractor Project Director and Contractor Project Manager. Notwithstanding the foregoing, County Project Director may require removal of any Contractor staff.

- 4.3.4 In the event Contractor should desire to remove any Contractor personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.5 Contractor shall use commercially reasonable efforts to promptly fill any vacancy in Contractor personnel with individuals having qualifications at least equivalent to those of Contractor personnel being replaced.
- 4.3.6 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor personnel who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Reports by Contractor

At a minimum, in order to ensure the reporting of all Work provided by Contractor, the Contractor Project Manager shall provide the County Project Manager with Service Reports, each time services are performed on any of the equipment. Such Reports shall detail the equipment problem or preventative maintenance procedure, any corrective measures taken, and possible future problems or services required, and such other information as the County Project Director or the County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor shall fully complete and timely deliver, pursuant to standards, requirements and schedules either presently incorporated in or to be developed hereunder, all tasks, goods, services and other Work specified in Exhibit B (Statement of Work) and elsewhere in this Agreement.

Contractor acknowledges that, subject to this Section 5.0 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable in accordance with the terms and conditions of this Agreement, including this Section 5.0 (Work; Approval and Acceptance), Section 8.0 (Prices and Fees), and Section 10.0 (Invoices and Payments).

5.2 Approval of Work

All Work shall be completed in a timely manner and in accordance with the requirements set forth in this Agreement, and must have the written approval of the County Project Manager. In no event shall County be liable or responsible for payment

for a particular Task or Deliverable prior to the County Project Manager's written approval for such Task or Deliverable.

6.0. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6.0 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, rate of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director (with the concurrence of County Counsel) and the Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in the County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement, provided that such extensions shall not extend the Term of this Agreement by more than sixty (60) days. Any such extension greater than sixty (60) days shall be in accordance with Sub-paragraph 6.1.3.
- 6.1.2 For any change to add equipment to Exhibit D (Equipment List and Price Schedule), an Amendment shall be executed by both the County Project Director and the Contractor Project Director, including Contractor's quote and County's acceptance of pro-ratio of amount of payment through the end of the Agreement period and any future contract periods. The cost of such changes may decrease or increase the Maximum Contract Sum (Paragraph 8.2).
- 6.1.3 Except as elsewhere specified, for any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.
- 6.1.4 Notwithstanding any other provision of this Section 6.0 (Change Orders and Amendments), the Sheriff, with written concurrence of the County Counsel, is authorized to approve and execute amendments in the form of Change Notices for all Board ordered provisions.

6.2 Audit of Change Order Work

County is entitled to audit, in accordance with Section 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Section 6.0 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence on the Effective Date, and shall continue for three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the term of this Agreement for up to two (2) additional one (1) year periods, plus one 6-month period in any increment (each an "Option Term") for a total Agreement term of five (5) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

8.0 PRICES AND FEES

8.1 General

Attached to this Agreement as Exhibit D (Equipment List and Price Schedule), is a schedule of all fees applicable to this Agreement. Exhibit D (Equipment List and Price Schedule) includes a price schedule for annual maintenance and unlimited remedial repair services (Work) for the Initial Term and each of the Option Terms. The annual flat-rate fee shall include costs of one (1) annual preventive maintenance inspection, one (1) annual software upgrade as made available by Contractor, and unlimited on-site emergency repairs and problem resolution (Full-Service Maintenance), including parts, labor and travel expenses for Contractor employees providing services under this Agreement, and for access to Contractor's telephonic and on-line technical support. All rates listed in Exhibit D (Equipment List and Price Schedule) and in Paragraph 8.3 (Reimbursable Costs), specified by Contractor for the Initial Term and each Option Term, shall remain firm and fixed, except as provided for by Subparagraph 6.1.2 and Paragraph 8.3 (Exclusions).

8.2 Maximum Contract Sum

The "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing the Full-Service programs specified under this Agreement, exclusive of Reimbursable Costs as defined in Paragraph 8.3. The Maximum Contract Sum for this Agreement, including applicable Taxes authorized by County hereunder shall in no event, expressly or by implication, exceed **\$261,305.86** and shall be allocated as set forth in Exhibit D (Equipment List and Price Schedule). Contractor acknowledges and agrees that the Maximum Contract Sum is an all-

inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

8.3 Reimbursable Costs

Teardown, and Reconfiguration (T&R)

Exhibit D (Equipment List and Price Schedule) includes a price for each teardown and reconfiguration (T&R) service (further defined in Exhibit B, Statement of Work) which may be required by County during the Term of this Agreement. Contractor shall provide the first two (2) T&R services at a flat-rate fee of **\$750** for each T&R, and thereafter may charge a flat-rate fee of **\$1,100** for each additional T&R required by County. This fee shall include all costs respective of such T&R. Contractor assumes all responsibility for the costs of any repairs resulting from damage incurred during said T&Rs, including parts, labor and travel expenses for Contractor employees providing services under this Agreement. The T&R rate listed in Exhibit D (Equipment List and Price Schedule) shall remain firm and fixed through the Initial Term and subsequent Option Terms of this Agreement. County will pay Contractor in arrears upon completion of each T&R.

Software Upgrades

Exhibit D (Equipment List and Price Schedule) includes a price for each software upgrade (further defined in Exhibit B, Statement of Work) which may be required by County during the Term of this Agreement. Contractor shall provide all software upgrades at a flat-rate fee of **\$525** for each upgrade required by County. This fee shall include all costs respective of such upgrade. Contractor assumes all responsibility for the costs of any repairs resulting from damage incurred during said upgrade, including parts, labor and travel expenses for Contractor employees providing services under this Agreement. The rate per software upgrade listed in Exhibit D (Equipment List and Price Schedule) shall remain firm and fixed through the Initial Term and subsequent Option Terms of this Agreement. County will pay Contractor in arrears upon delivery and installation of each required upgrade.

Thermo Smart Accessories™

Exhibit D (Equipment List and Price Schedule) includes a price for each Smart Accessory (further defined in Exhibit B, Statement of Work) which may be required by County during the Term of this Agreement. Contractor shall provide all Smart Accessories at a flat-rate fee of **\$367.50** for each Accessory required by County. This fee shall include all costs respective of such upgrade. Contractor assumes all responsibility for the costs of any repairs resulting from damage incurred during installation of any Smart Accessory, including parts, labor and travel expenses for Contractor employees providing services under this Agreement. The rate per Smart Accessory shall remain firm and fixed through the Initial Term and subsequent Option Terms of this Agreement. County will pay Contractor in arrears upon delivery and installation of each required Smart Accessory.

Exclusions (Items not covered by this Agreement)

Contractor shall provide County with a copy of its published price list annually, which shall include all items not covered by this Agreement (Paragraphs 8.2 and 8.3) and which County may require from time to time, which will include a three percent (3%) increase on all prices year on year throughout the proposed contract period, less any applicable discounts.

8.4 Option Term Maintenance and Repair Fees

Exhibit D (Equipment and Price Schedule) includes Contractor's price quotation, for its provision of Maintenance and Repair Services, during the Option Terms. In respect of its provision of Maintenance and Repair Services, Contractor acknowledges and agrees as follows: (a) County shall only be liable for Maintenance and Repair Fees for an Option Term if, and only if, County elects to extend the Term for such Option Term as described in Section 7.0 (Term); (b) the price quotation for each Option Term is agreed upon and is effective through the expiration of such Option Term, except as provided for in Paragraph 8.5.

8.5 Taxes

The amounts set forth in Exhibit D (Equipment List and Price Schedule) include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local taxes for Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any taxes associated with the procurement except as set forth in Exhibit D (Equipment List and Price Schedule). Contractor will be solely liable and responsible for, and shall pay such tax directly to, the state or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such taxes.

8.6 Price Changes

Change Orders accepted by County Project Director and the Contractor Project Director to delete equipment from or add equipment to Exhibit D (Equipment List and Price Schedule) may increase or decrease the Maximum Contract Sum through pro-ration of amounts on Exhibit D. (also see Paragraph 8.1 and Subparagraph 6.1.2).

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager, as evidenced by the County Project Manager's countersignature, prior to any payment thereof, less any offsets due to County. County approval shall be provided or denied in a timely manner, within ten (10) days following submission of the invoice. In no event shall County be liable or responsible for any payment prior to such written approval. County's obligation to pay for approved Work shall not be delayed as a result of any unrelated disputes (see Exhibit A, Subparagraph 2.2.3).

The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other Work specified in Exhibit B (Statement of Work).

County will pay Contractor for the entire year, each contract year at the beginning of the Initial Term and each Option Term. County shall pay all approved invoices within thirty (30) days of the date of the invoice. All overdue amounts shall be subject to a periodic interest rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Contractor in collecting such overdue amounts.

10.2 Submission of Invoices

Contractor shall invoice County for preventative maintenance and remedial repair services according to the schedule specified in Paragraph 8.1. All invoices and supporting documents under this Agreement shall be submitted to the following addresses:

Original to Scientific Services Bureau:

7717 Golondrinas Street
Downey, California 90242
Phone: (323) 260-8501
Fax: (323) 415-1805
Attention: Heidi Robbins

with a copy to:

Los Angeles County Sheriff's Department
Accounts Payable

10.3 Detail

Contractor shall prepare invoice format and content in the following manner:

- a. County's Agreement Number;
- b. Contractor's Name and Address;
- c. Contractor's Federal Tax ID Number;
- d. Billing Period;
- e. Description of Services Provided;
- f. Service-call ticket (for only);
- g. Total Amount Due;
- h. Any additional supporting documentation and information reasonably requested by County.

10.4 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 DEFICIENCIES

11.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Equipment Specifications, or mutually agreed upon industry standards, as determined by the County Project Director, in County's Project Director's sole discretion. County Project Director shall exercise reasonable discretion when alleging a Deficiency under this Agreement.

11.2 Corrective Measures

The County Project Director shall notify the Contractor Project Director of any Deficiency in writing, or if not practicable, orally (and provided such oral notification is reduced to writing within ten (10) days) to either the Contractor Project Director or the Contractor Project Manager. Such notification shall include specific details and/or evidence of the alleged malfunction, error, defect, deviation or omissions from Contractor's specification or standards. Upon the earlier of (a) a notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency.

11.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the County Project Director.

12.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

(1) To County

David A. Walters, Captain
1800 Paseo Rancho Castilla
Los Angeles, California 90032
Phone: (323) 260-8501
Facsimile: 323.415.3622
Email: DAWalter@lasd.org

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: County Counsel
Facsimile: 323.267.6687

(3) To Contractor: Thermo Electron North America, LLC
1400 Northpointe Parkway, Suite 50
West Palm Beach, Florida 33407
Attention: Contract Administration
Facsimile: 608.276.5029

with a copy to:

Thermo Fisher Scientific, Incorporated
81 Wyman Street
Post Office Box 9046
Waltham, Massachusetts 02545-9046
Attention: General Counsel
Facsimile: 781.622.1283

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: 1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 10.0 (Invoices and Payments), 12.0 (Notices), 13.0 (Arm's Length Negotiations), 14.0 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

* * * * *

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
THERMO ELECTRON NORTH AMERICA, LLC

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Chair, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

Thermo Electron North America, LLC
Contractor

Signed: *Sacia Pence*
Printed: *Sacia Pence*
Title: *Contract Manager*

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By *G. Gross*
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

(For all Service Agreements)

TABLE OF CONTENTS

Page

1.0	SUBCONTRACTING.....	1
2.0	DISPUTE RESOLUTION PROCEDURE	1
3.0	CONFIDENTIALITY.....	3
4.0	TERMINATION FOR INSOLVENCY.....	6
5.0	TERMINATION FOR DEFAULT.	6
6.0	TERMINATION FOR CONVENIENCE.....	7
7.0	TERMINATION FOR IMPROPER CONSIDERATION.	8
8.0	TERMINATION FOR GRATUITIES.....	8
9.0	EFFECT OF TERMINATION.....	9
10.0	WARRANTY AGAINST CONTINGENT FEES	10
11.0	AUTHORIZATION WARRANTY.....	10
12.0	FURTHER WARRANTIES	10
13.0	INDEMNIFICATION AND INSURANCE	11
14.0	INTELLECTUAL PROPERTY INDEMNIFICATION.....	14
15.0	BUDGET REDUCTIONS.....	15
16.0	FORCE MAJEURE.	15
17.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	15
18.0	COMPLIANCE WITH APPLICABLE LAW..	17
19.0	FAIR LABOR STANDARDS.....	17
20.0	NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES	18
21.0	NONDISCRIMINATION IN SERVICES	19

TABLE OF CONTENTS
(continued)

	<u>Page</u>
22.0 EMPLOYMENT ELIGIBILITY VERIFICATION	19
23.0 HIRING OF EMPLOYEES.....	20
24.0 CONFLICT OF INTEREST.	20
25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	21
26.0 RESTRICTIONS ON LOBBYING... ..	21
27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT	21
28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	21
29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST	22
30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S CHILD SUPPORT ENFORCEMENT	22
31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	22
32.0 RECYCLED-CONTENT PAPER	23
33.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	23
34.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	24
35.0 ACCESS TO COUNTY FACILITIES	24
36.0 COUNTY FACILITY OFFICE SPACE	25
37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	25
38.0 PHYSICAL ALTERATIONS.....	25
39.0 FEDERAL EARNED INCOME TAX CREDIT	25
40.0 ASSIGNMENT BY CONTRACTOR	25
41.0 INDEPENDENT CONTRACTOR STATUS	26

TABLE OF CONTENTS
(continued)

	<u>Page</u>
42.0 RECORDS AND AUDITS.....	27
43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES	29
44.0 NO THIRD PARTY BENEFICIARIES.....	29
45.0 MOST FAVORED PUBLIC ENTITY	29
46.0 COUNTY'S QUALITY ASSURANCE PLAN	29
47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST ..	30
48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)	30
49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT ..	30
50.0 SAFELY SURRENDERED BABY LAW..	30
51.0 WAIVER ..	31
52.0 GOVERNING LAW, JURISDICTION, AND VENUE.....	31
53.0 SEVERABILITY	31
54.0 RIGHTS AND REMEDIES	31
55.0 FACSIMILE	32

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting).

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.2.3 County's obligation to pay for approved Work shall not be delayed as a result of any unrelated disputes. County's right to withhold payment of an invoice for goods, services or other Work delivered by Contractor shall be limited to circumstances in which the conformity of such goods, services or other Work with the terms of the Agreement is the subject of the dispute

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor shall first submit the matter to their respective Lead Regional Engineer (LRE) and County shall first submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the LRE and County Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Regional Service Manager (RSM) and County's Project Director for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the RSM and County Project Director are unable to resolve the dispute within a reasonable time not to exceed fifteen (15) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Service Director or chief operating officer, and to the Sheriff of the County of Los Angeles. These persons shall have fifteen (15) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement, and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall ensure that each employee who performs services under this Agreement shall annually execute and submit to Contractor and County's Project Manager Exhibit F (ThermoFisher Scientific Code of Business Conduct and Ethics) as may be amended from time to time by Contractor. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall (a) not use any such records or information for any purpose whatsoever other than carrying

out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.2.3 With regard to the nonuse and nondisclosure obligations set forth above in Subparagraphs 3.2.1 and 3.2.2, such obligations as set forth for Contractor shall mutually apply to the County of Los Angeles, its employees, agents and representatives with regard to Contractor's confidential and/or proprietary information.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 25.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

- 3.5.1 Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).
- 3.5.2 In like manner, Contractor shall have the mutual right to injunctive relief to enforce the provisions of this Section 3.0 with regards to the County's and its employees', agents' and representatives' alleged misuse or unauthorized disclosure of Contractor's confidential and/or proprietary information.

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this *Section 4.0 (Termination for Insolvency)* shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.
- 4.4 Contractor shall also have the right to terminate the Agreement for insolvency of the County. All provisions of this *Section 4.0* shall be mutual.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply

with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Section 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Section 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) in such event, Contractor shall pay to the County pro-rata reimbursement for all advance payments to Contractor for Work, for failure to perform or provide said Work during the contract Term, and within the times specified in the Agreement, and (c) Contractor shall pay to the County the amount of County's resultant costs which are in excess of Contractor's prices stated in this Agreement for maintenance and remedial repair Work, and which are substantially similar to the Work described in Exhibit B (Statement of Work).

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience, County.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the

extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), or Section 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work.

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

The rights and remedies of Contractor shall also not be exclusive of any other rights and remedies available to Contractor at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

- 10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County
- 12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor agrees to indemnify, defend and hold County Indemnitees harmless from any and against any and all liabilities, damages, losses, fees, costs, and expenses asserted by a third party for injury or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Contractor, its agents, employees, officers, directors in connection with the performance of services at County's premises under this Agreement. Contractor shall have no liability under this Agreement to the extent any such liabilities, damages, losses, fees, costs or expenses are caused by either (i) the negligence or willful misconduct of County Indemnitees, (ii) by any third party or (iii) compliance with County's instructions. County shall provide Contractor prompt written notice of any third party claim covered by Contractor's indemnification obligations hereunder. Contractor shall have the right to assume exclusive control of the defense of such claim, or at the option of Contractor, to settle the same; provided that, Contractor agrees not to accept any settlement or enter a plea of guilty or nolo contendere to any charge that results in other than a monetary judgment against County's indemnitees, which monetary judgement shall not exceed Contractor's ability to pay and which shall be paid by contractor.

Limitation of Liability

Notwithstanding anything to the contrary contained in this agreement, the liability of contractor under this agreement (whether by reason of breach of contract, tort, indemnification, or otherwise shall not exceed an amount equal to the lesser of (a) the total purchase price theretofore paid by county to contractor with respect to the services giving rise to such liability or (b) one million dollars (\$1,000,000). notwithstanding anything to the contrary contained herein, in no event shall contractor be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether contractor (a) has been informed of the possibility of such damages or (b) is negligent.

13.2 General Insurance Requirements

Without limiting contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Assistant Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) Specifically identify the Agreement;
- (ii) Clearly evidence all coverages required in the Agreement;
- (iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
- (iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
- (v) Identify any self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.
- (iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- (i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

- (iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Section 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Paragraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees as defined in Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including reasonable defense costs and legal, accounting and other expert, consulting, attorney or other professional fees), for or arising from a third party's claim of Contractor's infringement of any U.S. patent, copyright, trademark, or other proprietary right of any third party, or any actual or alleged trade secret disclosure of misappropriation by Contractor in the performance of the services under this Agreement (collectively referred to as "Infringement Claims"); provided however, Contractor shall have no liability under this Section to the extent any such Infringement Claims are caused by either (i) by any third party, (ii) use of a product or service by County in a manner that would otherwise not itself be infringing, or (iii) Contractor's compliance with County's specifications or instructions.

Notwithstanding the above, Contractor's infringement-related indemnification obligations shall be extinguished and relieved if Contractor, at its sole discretion and expense, (a) procures for County the right, at no additional expense to County, to continue using the product or service; (b) replaces or re-performs the products or services so that it becomes non-infringing, provided the replacement or re-performance does not adversely affect the specifications of the product or services required under this Agreement. The foregoing indemnification provision states contractor's entire liability to county for infringement claims.

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

Contractor retains its right to terminate the Agreement if County fails or is unable to remit payment for work that is approved and accepted by County. This provision shall not be subject to Section 2.0 (Dispute Resolution Procedure).

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the

performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

- 17.3 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County; (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (c) committed an act or offense which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against County or any other public entity.
- 17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following.

(a) elimination of the grounds for which the debarment was imposed; (b) a bona fide change in ownership or management; (c) material evidence discovered after debarment was imposed, or (d) any other reason that is in the best interest of the County.

- 17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) the Contractor has been debarred for a period longer than five years; (b) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 17.9 These terms shall also apply to subcontractors or sub-consultants of County contractors, including Contractor

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during

regular business hours to verify compliance with the provisions of this Section 20.0 when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 20.0 have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services which County deems essential to the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include

identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might

reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. CSSD will supply Contractor with the poster to be used.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

- 31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Section 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or

(b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 33.0 (Compliance with Jury Service Program). The provisions of this Section 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Section 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without thirty (30) calendar days' prior written notification to County, and any attempted assignment or delegation without such notification shall be null and void. For purposes of this Paragraph 40.1, County notification shall result in a written amendment to the Agreement, which is

formally approved and executed by the parties named in the notification, and which may be executed by the Sheriff, in the Sheriff's sole discretion, on behalf of the County with the written concurrence of County Counsel. Contractor's assignment or delegation of its duties under this Agreement shall grant the Sheriff the exclusive right to approve or disapprove the continuation of this Agreement based on said assignment and delegation by Contractor.

- 40.2 Notwithstanding Paragraph 40.1, and without prior written consent of County, Contractor may assign, sell or transfer this Agreement to a company that owns or controls Contractor, is under common control with Contractor, or is owned or controlled by Contractor. Contractor shall notify the County of such assignment, sale or transfer within thirty (30) calendar days of such transaction.
- 40.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring prior written notification to County in accordance with Paragraph 40.1 of this Exhibit.
- 40.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without thirty (30) calendar days' prior written notification to County, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

41.0 INDEPENDENT CONTRACTOR STATUS

- 41.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- 41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 41.4 Contractor shall provide to County an executed (ThermoFisher Scientific Code of Business Conduct and Ethics) (Exhibit F) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS AND AUDITS

- 42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time.
- 42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

42.4 Public Records Act

42.4.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to this Section 42.0; as well as those documents which were required to be submitted in response any County solicitation used for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

42.4.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material

breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff, or qualified former County employees who are on a re-employment list during the life of this Contract.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

51.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California.

53.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

55.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * * * *

EXHIBIT B

STATEMENT OF WORK
THERMO™ FT-IR EQUIPMENT MAINTENANCE AND
SUPPORT SERVICES

STATEMENT OF WORK

Table of Contents

EXHIBIT B

SECTION	PAGE
1.0 INTRODUCTION	1
2.0 SCOPE OF SERVICES	1
3.0 EQUIPMENT MAINTENANCE PROGRAM	2
4.0 CONTRACTOR'S RESPONSIBILITIES	7
5.0 CONTRACTOR'S STAFF	9
6.0 MATERIALS AND EQUIPMENT	10
7.0 QUALITY CONTROL PLAN	11
8.0 QUALITY ASSURANCE PLAN.....	11
9.0 CONTRACTOR'S DAMAGES / CLEANUP	12
10.0 WARRANTIES.....	12
11.0 ACCEPTABILITY OF WORK.....	13
12.0 MEETINGS	13

Statement of Work

1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles, Sheriff's Department desires to contract with an organization that can provide Thermo Fourier Transform-Infrared Spectroscopy (FT-IR) Equipment Maintenance and Support Services for the Sheriff's Scientific Services Bureau's Forensic Laboratories.

1.2 Background

The Los Angeles County Sheriff's Department, Scientific Services Bureau, operates one of the largest full-service crime laboratories in the United States. The Sheriff's crime laboratories provide forensic science support to all Los Angeles County law enforcement agencies, with the exception of the Los Angeles Police Department. Approximately one half of the nearly 70,000 cases submitted annually to the Crime Lab are from Sheriff's Department investigators while the remainder is from local, state, and federal police agencies. Since 1989, the Scientific Services Bureau has been an accredited laboratory through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB).

In order to ensure that the FT-IR equipment continues to operate efficiently and effectively, they must be must be regularly maintained, and repaired within a reasonable time frame when problems are detected.

2.0 SCOPE OF SERVICES

Contractor (also: 'Original Equipment Manufacturer', or 'Manufacturer') will be required by the Sheriff's Department to maintain and service Thermo FT-IR equipment and associated accessories. Contractor will provide a full-service maintenance and repair program for all Thermo FT-IR equipment, inclusive of peripheral devices, as defined in Exhibit D (Equipment List & Pricing Schedule) (EL&PS), and in the manner set forth in this SOW. The maintenance and repair program shall also provide for the maintenance (inclusive of updates) of all Thermo software components which are integral to the operation of the FT-IR equipment listed in Exhibit D.

In addition to the services cited above, the County anticipates that, during the Term of the Agreement, two (2) items from Exhibit D will require a move to another facility in the greater Los Angeles County area. The equipment, their current locations, and the destination location are identified in Exhibit D under the heading Tear Down and Reconfiguration.

EXHIBIT B

Additionally, County anticipates that, during the Term of the Agreement, County may desire to purchase software upgrades and/or any number of Thermo Smart™ Accessories. Such software upgrades and/or Smart Accessory purchases shall be authorized by County's Project Director. County makes no guarantee as to the number of software upgrades and/or Smart Accessories it may purchase during the Term of this Agreement.

All work listed in this document pertains only to the equipment models and accessories listed in Exhibit D to this Statement of Work, as well as any future Thermo instruments that the Department may acquire.

3.0 EQUIPMENT MAINTENANCE PROGRAM

3.1 Preventive Maintenance (P.M.)

Contractor shall provide to County a full-service maintenance program which shall include, but not be limited to, one (1) annual preventive-maintenance (P.M.) service call at twelve (12) month intervals for all equipment, accessories, and all Thermo software related thereto, as identified in Exhibit D.

The P.M. program shall include any and all consumables as required by Contractor's on-site engineer during the P.M. visit. Consumables are defined in Sub-paragraph 3.2.6 (Items a through i).

3.2 Full-Service Repairs

Contractor shall provide unlimited emergency on-site visits for repairs and/or problem resolution. Such repairs shall include all repair parts, as well as labor hours and travel for service personnel as required to effect the on-site repair.

3.2.1 Contractor shall provide all on-site repairs, problem resolution and/or maintenance services between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding County Holidays.

3.2.2 Contractor shall provide telephonic and/or on-site technical support services between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding County Holidays. Contractor shall provide a maximum two (2) hour technical support response time

3.2.3 Upon notification for repairs by County, Contractor shall make every effort to correct the problem using Contractor's technical support section. In the event that such attempt is unsuccessful,

EXHIBIT B

or only partially successful, Contractor shall provide on-site service. Contractor shall provide a maximum on-site response time of not greater than seventy-two (72) hours from the time the original service call is placed.

3.2.4 Contractor service technicians shall be responsible for installing all parts, components, equipment (including Smart™ Accessories), and software to County's Thermo FT-IR equipment.

3.2.5 Contractor service technicians must have all parts, materials and tools available on-site, when servicing and performing on-site repairs.

3.2.6 Exclusions (Items not covered under the Full-Service Program)

The following consumable items are excluded from the full-service repair program:

- a. buy-in parts
- b. cassettes, diskettes
- c. engineering specials
- d. external cables, gas cells, gaskets, grease
- e. Harrick accessories
- f. HP GC ovens
- g. ink, light bulbs, o-rings, ribbons, paper
- h. Temperature controllers
- i. Spectra Tech accessories (i.e., ATR, The Ark, Grazing Angle Objective, Smart™ Accessories)

Also excluded from the full-service program are Almega lasers, and any components that cannot be repaired or replaced due to lack of availability from Thermo supplier(s) (obsolescence).

3.2.7 County acknowledges that complete system replacement is not covered under this Agreement. Contractor shall, however, provide for the replacement of any and all Thermo components, system devices and/or accessories which are shown to be factory defective and not repairable to the satisfaction of the County's Project Director.

3.3 Contractor shall provide, throughout the Term of this Agreement, all software updates (maintenance) to proprietary Thermo software. An update is defined as a subsequent software release that incorporates requested or required minor changes needed to correct or improve the current version. All software updates shall be installed, executed and tested by Contractor's qualified repair technician.

EXHIBIT B

Contractor shall provide County with one set of removable storage media as well as end-user documentation for each software update

- 3.4 County shall have sole discretion to purchase software upgrades throughout the Term of this Agreement. Contractor shall not provide any software upgrade to proprietary Thermo software without the express written approval of County's Project Director. All County approved software upgrades shall be installed, executed and tested by Contractor's qualified repair technician. Contractor shall provide County with one set of removable storage media as well as end-user documentation for each software upgrade
- 3.5 Contractor shall provide to County, as part of the Equipment Maintenance Program, access to Contractor's on-line (internet 'web-based') support resources.

3.6 Addition/Deletion of County Equipment

County, at its sole discretion reserves the right to add or delete like items, of a similar type and/or complexity to those listed in Exhibit D, to the Equipment Maintenance Program.

3.7 Teardown and Reconfiguration (T&R)

Contractor may be required, at County's discretion, to perform a teardown and reconfiguration (T&R) for two (2) FT-IR systems (systems) identified in Exhibit D, or two (2) systems of similar or like items. Contractor shall offer a discounted flat-rate T&R pricing for said systems.

- 3.7.1 County may elect, in like manner, to reduce the number systems scheduled for T&R, or to not implement the T&R, as determined in the best interest of the County.
- 3.7.2 For each T&R which is additional to the two (2) systems identified in Exhibit D, Contractor shall offer a flat-rate T&R pricing, which is published in Exhibit D, for similar or like items throughout the Term of this Agreement. County will not pay Contractor on a time and materials basis for T&R services.
- 3.7.3 Contractor may invoice for each T&R only after each identified system scheduled for T&R has been successfully moved, and reconfigured to the satisfaction of County and approved by the County's Project Director. Contractor shall not receive payment for T&R until all damages are repaired to the satisfaction of County, subject to the approval of County's Project Director and subject to Sub-paragraph 3.7.9.

EXHIBIT B

- 3.7.4 Systems identified for T&R may be moved within a fifty (50) mile geographic radius of their present location within Los Angeles County.
- 3.7.5 Contractor shall provide all necessary, equipment and qualified personnel to execute said T&R.
- 3.7.6 The T&R shall begin at a date and time to be determined by County's Project Director in consultation with Contractor. The T&R may occur over several days during the Term of the Agreement which may or may not be contiguous. Actual locations and instructions for the T&R will be provided to Contractor by the County's Project Manager.
- 3.7.7 Contractor shall ensure that each identified system scheduled for T&R has been successfully packaged for transport. County will provide transportation of the packaged equipment per Contractor's instructions. Contractor shall unpack and reconfigure the equipment at the new location to the satisfaction of County, subject to Sub-paragraph 3.7.8., and the approval of the County's Project Director.
- 3.7.8 Damages incurred, or repairs needed as a result of said T&R, shall be the sole responsibility of Contractor. All additional labor, parts, components and/or materials required to repair damages resulting from said T&R shall be at the sole expense of Contractor. Contractor shall not receive payment for T&R until all damages are repaired to the satisfaction of County, and subject to the approval of County's Project Director.
- 3.7.9 In the event that the T&R move does not take place within the Term of this Agreement, Contractor shall not bill County. Any such T&R, if required, shall occur under a separate Agreement.

3.8 Incomplete/Unresolved Service Calls

If a service call is incomplete because parts must be ordered, the service technician shall provide a full written description of the part(s) to be ordered, the expected delivery date of the parts, as well as an expected return-to-service date for the equipment in question. The service ticket is to be signed by County's Project Manager or on-site designee.

3.8.1 Loaner Components

- a For incomplete/unresolved service calls that are not, or cannot be resolved within five (5) business days, Contractor shall provide County with replacement equipment or component(s) (loaners) until such repairs have been affected to the original equipment, in accordance with this Paragraph 3.8 as well as with Paragraphs 3.2, and 6.2.
- b. Contractor shall provide loaners for any equipment not in service for more than ten (10) business days with a loaner component(s) subject to the conditions set forth in Paragraph 6.2.
- c. Downtime, Accrued Extensions of Maintenance Coverage.
 - 1 Downtime, for purposes of this Agreement, shall be defined as that period of time during which any equipment item covered by this Agreement is not functioning to Manufacturer's (also Contractor's) published specifications.
 - 2. Contractor guarantees that equipment downtime for each item identified in Exhibit D, shall not individually exceed 10 business days from the time the original call for service is placed.
 - 3. For each 24-hour period of downtime, effective on the 11th business day from the time the original call for service is placed, Contractor shall extend its service warranty agreement with County for the equipment item in question. Downtime days shall accrue, on a per-equipment-item basis, throughout the Contract Term inclusive of all Option periods. The Sheriff shall have sole discretion to extend the Agreement beyond the Term, but only for the equipment items so accrued, pursuant to this Subparagraph 3.8.1.
- d It is intended that any loaners as defined in this Sub-paragraph 3.7.1, be used on a temporary basis only. If the original failed system or components cannot be repaired within fifteen (15) calendar days, Contractor shall replace the equipment and/or component(s) with new or overhauled-certified new components, subject to approval by the County Project Director and the conditions outlined in Sub-paragraph 3.2.6 and Paragraph 6.2.

EXHIBIT B

Newly replaced equipment shall become the property of the County of Los Angeles as if purchased outright by County. County shall receive said equipment in exchange for the non-repairable item(s). The new or overhauled-certified new equipment shall come with Manufacturer's (Contractor's) standard one-year equipment warranty as if purchased brand new. Under such warranty, the new item shall not be billable under this Agreement until such time that said warranty expires.

3.8.2 Removal of County Equipment

- a. Contractor shall not remove equipment from County premises until a replacement unit or component has been delivered to the site and properly installed, and without prior authorization from the County Project Manager or site designee. Documentation for said removals is subject to the conditions outlined in Paragraph 4.6.
- b. In all instances, Contractor shall immediately notify the County Project Manager of the need for said replacement. Contractor shall arrange for the pick up and delivery of the spare to the affected location.
- c. Contractor shall notify County's Project Manager or designee within 24 hours of removal of equipment from County premises, as to when such equipment will be repaired and returned

Contractor shall immediately fax the service ticket to:

Sheriff's Scientific Services Bureau
Attention: Heidi M. Robbins
Fax: (562) 940-0109

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Establishment of Preventive Maintenance Schedule

Contractor and County will initially agree upon a tentative preventive maintenance schedule. Contractor shall contact the County Project Manager one (1) calendar week prior to conducting any scheduled P.M. service to confirm the P.M. service date.

- 4.2 Contractor shall provide to County Project Director both a Quality Control plan and Quality Assurance plan in accordance with Sections 7.0 and 8.0 of this Statement of Work.

EXHIBIT B

- 4.3 Contractor's Project Manager shall confer with County's Project Manager on a quarterly basis regarding contractor performance. Contractor shall not bill for said conference or for attendance at meetings, when required
- 4.4 Contractor shall operate and maintain a repair facility stocked with a complete inventory of replacement parts for the equipment listed in Exhibit D. The facility shall minimally be capable of providing all parts deliveries by overnight courier. The facility shall be subject to inspection by the County at any time.
- 4.5 Contractor shall operate and maintain a business office with a customer service telephone in the company's name where Contractor conducts business.

At least one Contractor employee must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. Contractor shall provide an answering service to receive calls outside of normal business hours. The Contractor shall respond to calls received by the answering service after normal business hours, on the next business day.

4.6 Service Calls – Documentation – Case Logging

- 4.6.1 Contractor shall maintain a complete automated case-logging system for each equipment item covered under this Agreement.
 - a. Dates and times service calls are placed;
 - b. Dates and times service calls are dispatched and completed;
 - c. Facility from which service call is placed;
 - d. Name of the person who placed the service call,
 - e. Make, model, and serial number of equipment serviced;
 - f. Description of problem; and
 - g. Description of work completed or disposition of Work in progress, including a listing of parts replaced or placed on order (see Paragraph 3.8),
 - h. Complete, documented service history of each piece of equipment;
 - i. Service technician's full printed name;
 - j. Service technician's signature.
 - k. Contract Number.
- 4.6.2 Upon completion of each preventive maintenance call, repair service call or T&R (see Paragraph 3.7), as the case may be, Contractor's service technicians shall provide County personnel a

EXHIBIT B

completed service ticket for each call before leaving County's premises. Additionally, Contractor service technicians shall simultaneously fax the service ticket to:

Sheriff's Scientific Services Bureau
Attention: Heidi M. Robbins
Fax: (323) 415-1805

Service tickets shall include:

- a. The service date;
- b. Service location;
- c. Make, model, and serial number of equipment serviced;
- d. Description of work completed or disposition of Work in progress, including a listing of parts replaced or placed on order (*see Paragraph 3.8*);
- e. Service technician's full printed name;
- f. Service technician's signature.

- 4.6.3 Contractor shall, upon request and within one (1) calendar day, provide the County Project Manager with any requested information regarding service calls/history of the equipment.

4.7 Training

- 4.7.1 Contractor shall ensure that all Contractor employees providing services under this Agreement are trained and qualified in their assigned tasks relative to this Agreement, and have met the established Quality Assurance standards of Contractor, as approved by the County, pursuant to this Statement of Work, Section 7.0, Quality Control.

- 4.7.2 Contractor shall ensure that all Contractor employees providing services under this Agreement are trained in the safe handling of Contractor's equipment, and in said regard, have met the established Quality Assurance standards of Contractor, as approved by the County, pursuant to Section 7.0.

5.0 CONTRACTOR'S STAFF

- 5.1 Contractor shall ensure that both the Project Director and Project Manager are able to receive telephonic communication from the Sheriff's Department, as needed, Mondays through Fridays, during normal business hours. Contractor's Project Manager shall act as a central point of contact with the County

EXHIBIT B

- 5.2 Contractor's Project Manager shall demonstrate previous experience in the management of work requirements for Thermo FT-IR equipment similar in type and complexity to those listed in Exhibit D.
- 5.3 Contractor shall, upon execution of an Agreement with County, provide to the County's Project Manager, upon request, any and all professional licenses or certificates of proposed repair staff assigned to the Project, as related to the maintenance, repair and operation of County's FT-IR systems described herein and throughout this Agreement. Further, Contractor shall annually provide, upon request, all updated documents described above, to County's Project Manager.
- 5.4 Contractor's employees providing services under this Agreement shall wear Contractor-provided identification badges at all times while conducting business at Sheriff's facilities.
- 5.5 The conditions outlined in this Section 5.0 are supplemental to those listed in the Agreement, Section 9.0.

6.0 MATERIALS AND EQUIPMENT

6.1 Contractor's Material and Equipment (Tools)

The purchase of all tools and diagnostic equipment (tools) needed to provide the scientific equipment maintenance services under this Agreement is the responsibility of the Contractor.

Contractor shall maintain all of its tools in accordance with OSHA, or other regulatory standards as they may apply, and shall check said tools before use for safety and functionality. Contractor shall ensure that all Contractor employees wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

6.2 Material Standards, Equipment (Maintenance, Repairs, Upgrades)

- 6.2.1 Contractor shall use either Original Equipment Manufacturer ("OEM") parts or alternates that meet or exceed OEM standards. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and shall bear the expense of repairing or replacing damaged County equipment or property.
- 6.2.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same

EXHIBIT B

type and of equal quality. The Sheriff's Department shall be the sole judge as to "equal". All materials and equipment shall be new, or an approved type, or certified overhauled, and installed as recommended by the Manufacturer. All materials and equipment shall be properly tested, regulated, adjusted and placed in proper operating condition before the work can be accepted.

6.2.3 Contractor shall not charge the County freight charges.

7.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. Plan to the County Project Manager within 15 business days after contract award, and prior to signing an Agreement. This *operational* plan shall be used to ensure compliance with all contract administrative requirements. The plan shall include, but may not be limited to the following:

- a. Activities to be monitored to ensure compliance with all contract requirements;
- b. Method of monitoring technical staff to ensure that Contract requirements are being met;
- c. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
- d. Frequency of monitoring;
- e. The method for recording all inspections to be conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

8.0 QUALITY ASSURANCE PLAN

The Contractor shall establish and utilize a comprehensive Quality Assurance (Q.A.) plan. Contractor shall submit the Q.A. plan to the County Project Manager within 15 business days after contract award, and prior to signing an Agreement. The QA Plan and methods must provide adequate confidence to the County that the services to be rendered will satisfy the outcomes identified by the Contractor.

Minimally, the Q.A plan must describe the method(s) for recording all inspections to be conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All Q.A. documentation shall be provided to the County upon request.

EXHIBIT B

The Q.A plan must also outline Contractor's training programs respective of the services to be provided herein, as well as training and qualifying standards used to ensure that all technicians equipped in the safe handling and usage of contractor's equipment and materials (tools).

The QA Plan and methods must provide adequate confidence to the County that the services to be rendered will satisfy the outcomes identified by the Contractor.

9.0 CONTRACTOR'S DAMAGES / CLEANUP

- 9.1 All damages incurred to Sheriff's Department's Thermo FT-IR equipment by Contractor shall be repaired or replaced at Contractor's expense
- 9.2 All such repairs or replacements shall be completed within the time requirements as determined by Sheriff's Department. If Contractor fails to repair or replace damaged property, Sheriff's Department will deduct the cost of repairs for such damages, as determined by Sheriff's Department, from existing unpaid invoices due Contractor, or from future invoices submitted by Contractor, or bill the Contractor.
- 9.3 Upon completion of work, Contractor shall remove remaining excess materials from the Thermo FT-IR equipment. Any dirt, stains or residues caused by the work under this Agreement shall be cleaned off and removed.

10.0 WARRANTIES

10.1 Warranty of Professional Skills and Performance

For the Services set forth in this Agreement, Contractor warrants that all Work performed under this Agreement will be performed in a timely and workmanlike manner using only qualified, skilled, or Original Equipment Manufacturer (OEM) trained maintenance technicians specifically qualified to maintain and repair the Equipment listed in Exhibit D. Further, Contractor warrants that all tasks, deliverables, services, and other work provided shall conform to the specifications for, and to the standards set by, each respective OEM for the Equipment listed in Exhibit D, for the same or similar tasks, deliverables, services, and other work.

10.2 Warranty to Maintain Equipment within Specifications

Contractor warrants that it will maintain County Equipment free from defects in workmanship and materials so that all Equipment shall conform to the performance capabilities, characteristics, specifications, functions, and standards applicable thereto, as published by the Original Equipment Manufacturer (OEM) thereof.

11.0 ACCEPTABILITY OF WORK

All work by Contractor shall be done in a professional manner, and must be acceptable to technically qualified Sheriff's Department personnel designated by the County. All work shall be completed within time frames specified in Paragraphs 3.1, and 3.2 (further defined in Sub-paragraph 3.8.1), and of a quality specified in both Paragraph 6.2 and Section 8.0 (Quality Assurance Plan).

12.0 MEETINGS

At various times throughout the Agreement term, the Contractor may be required to attend meetings called by the Sheriff's Department. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. The Contractor will be given written notice seven (7) days prior to the meeting as to the date, time and location.

* * * * *

EXHIBIT C

TECHNICAL EXHIBITS

Thermo™ FT-IR Equipment Maintenance

EXHIBIT C
TECHNICAL EXHIBITS
TABLE OF CONTENTS

<u>Exhibits</u>	<u>Page</u>
C1 CONTRACT DISCREPANCY REPORT	1
C2 PERFORMANCE REQUIREMENTS SUMMARY CHART	2

TECHNICAL EXHIBT C1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:**

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

Signature of County Representative

Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

Signature of County Representative

Date _____

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT C2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 3.1, Preventive Maintenance Program	Contractor shall perform one (1) annual PM service call for all equipment.	Inspection & Observation	\$50 per occurrence per day
SOW: Paragraph 3.2.2, Technical Support	Contractor shall provide technical support services between the hours of 8am and 5pm.	Observation	\$100 per occurrence per day
SOW: Sub-paragraph 3.2.3 Response Time	Contractor shall provide maximum on-site response time of not greater than 72 business hours.	Observation	\$100 per occurrence per day
SOW: Sub-paragraph 3.8.1.a., Loaner Components	Contractor shall provide loaner components for equipment not in service for more than five (5) days.	Inspection & Observation	\$100 per occurrence per day
SOW: Paragraph 4.1, P.M. Schedule	Contractor shall contact County Project Manager before conducting any scheduled PM service call.	Observation	\$50 per occurrence
SOW: Paragraph 4.3, P.M. Schedule	Contractor's Project Manager must attend performance evaluation meetings with County's Project Manager on a quarterly basis.	Observation	\$50 per occurrence per day
SOW: Paragraph 4.5, Inquiries-Complaints	Contractor shall provide at least one employee who will be available telephonically from 8am to 5pm to respond to inquiries and/or complaints.	Observation	\$50 per occurrence per day
SOW: Paragraph 4.6, Service Calls – Documentation	Contractor shall maintain a service-call tracking system and provide any requested information to County Project Manager within one calendar day.	Observation	\$50 per occurrence per day

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART (cont'd)

SOW: Paragraph 5.3, Certificates	Contractor shall, upon request, provide all certificates and related information to County Project Director.	Inspection & Observation	\$50 per occurrence per day
SOW: Paragraph 5.4, Identification	Contractor employees providing services shall wear identification badges at all times while conducting business at Sheriff's facilities.	Observation	\$50 per occurrence per day
SOW: Paragraph 6.2, Material Standards	Contractor must provide OEM parts, or alternates which meet or exceed OEM standards, to repair and maintain the equipment.	Inspection & Observation	\$100 per occurrence and replacement with required parts.
SOW: Section 7.0, Quality Control Plan	Contractor must submit comprehensive Quality Control Plan to County's Project manager, which includes written operational policies and procedures to ensure compliance with contract administrative requirements within fifteen (15) days of contract award.		\$100 per occurrence per day
SOW: Section 8.0, Quality Assurance Plan	Contractor shall submit Q.A. plan to the County Project Manager within 15 business days after contract award.		\$100 per occurrence per day

EXHIBIT D

EQUIPMENT LIST AND PRICE SCHEDULE

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
THERMO™ FT-IR EQUIPMENT MAINTENANCE - PROJECT No. 263SH
EQUIPMENT LIST and PRICE SCHEDULE**

PART 1. EQUIPMENT REQUIRING THERMO™ FULL SERVICE MAINTENANCE AND REPAIR COVERAGE

ITEM #	MODEL	S/N	Item No.	Existing Warranty Expires	Year 1		Year 2		Year 3		Year 4		Year 5		6mos	
					Initial Term Price	Initial Term Price	Initial Term Price	Initial Term Price	Option Term 1 Price	Option Term 2 Price	Option Term 3 Price					
1	Nicolet 380 Spectrometer	AGL0500272	912A0548		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
2	Nicolet 380 Spectrometer	AGL0500276	912A0548		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
3	Avatar 360 Spectrometer	AEA9800864	912A0404		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
4	Avatar 360 Spectrometer	AEA9800863	912A0404		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
5	Avatar 370 Spectrometer	AFQ0401431	912A0492		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
6	Nexus 470 Spectrometer	AEP0301213	912A0418		\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 4,002.00	\$ 2,001.00	
7	Analytical Continuum M/Scope	AFK0300898	912A0429-A		\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 3,137.00	\$ 1,568.50	
8	Motorized Stage for M/Scope				\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 3,090.00	\$ 1,545.00	
9	Nicolet 380 Spectrometer	AGL0701854	912A0548		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
10	Nicolet 380 Spectrometer	AGL0701861	912A0548		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
11	Nicolet 380 Spectrometer	AGL0601371	912A0548		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
12	Nicolet 380 Spectrometer	AGL0601347	912A0492		\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
13	Nicolet 380 Spectrometer	AGL0702117	912A0548	7/13/2008	\$ 2,789.01	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
14	Nexus 6700 Spectrometer	AHR0700844	912A0581	10/23/2008	\$ 3,179.35	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 2,310.00	
15	Smart Orbit ATR Accessory		840-145300	10/23/2008	\$ 260.82	\$ 379.00	\$ 379.00	\$ 379.00	\$ 379.00	\$ 379.00	\$ 379.00	\$ 379.00	\$ 379.00	\$ 379.00	\$ 189.50	
16	Nicolet 380 Spectrometer	AGL0702111	912A0548	7/30/2008	\$ 2,649.17	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 2,890.00	\$ 1,445.00	
17	Nexus 6700 Spectrometer	AHR0700869	912A0581	1/15/2009	\$ 2,123.71	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 4,620.00	\$ 2,310.00	
18	Nexus X700 GC/IR Interface	AEO0700308	912A0443	1/15/2009	\$ 994.28	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 2,163.00	\$ 1,081.50	
Column SubTotals:					\$ 48,235.34	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 53,801.00	\$ 26,900.50	
10% discount					\$ (4,823.53)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (5,380.10)	\$ (2,690.05)	
Column Totals:					\$ 43,411.81	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 48,420.90	\$ 24,210.45	
					Maintenance Program SubTotal: \$ 261,305.86											

EQUIPMENT LIST and PRICE SCHEDULE
PART 2. [REIMBURSABLES] TEARDOWN AND RECONFIGURATION SERVICES

The following equipment items may require a Teardown and Reconfiguration (T&R) from their current locations to a new location as specified below. Reference Paragraph 3.6 (SOW).

ITEM #	MAKE / MODEL	S/N	RELOCATION REQUIRED	Fixed T&R Price
6, 7	Nexus 470 FT-IR Spectrometer and Analytical Continuum Microscope (AFK0300898)	AEP0301213	Future Teardown and Reconfiguration currently @ Beverly - moving from ZIP code 90057 to 90032	\$750

Part 2.
3.6.2 (SOW) For each system scheduled for T&R in excess of two (2) systems, Contractor's flat-rate fee for EACH TMR shall be:

Fixed T&R Price
\$1,100

----->Initial SP

[COUNTY ADMINISTRATIVE USE ONLY]	[COUNTY ADMINISTRATIVE USE ONLY]
County's Contingency funds for excess TMRs:	
Maximum Contract Amount:	

GRAND TOTAL [Parts 1] PRICE: \$

Contractor asserts that the below signed person is authorized to bind CONTRACTOR to the PRICING represented herein. Please ensure that all calculations are correct.

***ATTACH COPY OF CONTRACTOR'S SUPPORT PLAN TO THIS BID.

SACIA PENCE
THERMO REPRESENTATIVE (print)
Sacia Pence
THERMO REPRESENTATIVE (signature)

5-27-08
DATE

CONTRACTOR'S EEO CERTIFICATIONTHERMO ELECTRON NORTH AMERICA, LLC

Contractor Name

5225 Verona Road Madison WI 53711

Address

43-1992201

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Sacia Pence Contract Manager
Authorized Official's Printed Name and Title

Sacia Pence 5-6-08
Authorized Official's Signature Date

THERMOFISHER SCIENTIFIC CODE OF BUSINESS CONDUCT AND ETHICS

POLICY

It is the policy of Thermo Fisher Scientific Inc. ("Thermo Fisher" or the "Company") to (i) require the highest standards of business ethics and integrity on the part of all employees and (ii) to comply with all applicable laws and regulations in the conduct of its business. To that end, Thermo Fisher has adopted and implemented this Code of Business Conduct and Ethics (the "Code").

This Code is also available on the Company's intranet – ThermoFisher.Net – at <https://thermofisher.net>. All directors, officers and employees of the Company are responsible for reviewing this Code and certifying annually that he or she has reviewed and is in compliance with the Code. A copy of the certification is available on ThermoFisher.Net and through your Human Resources representative.

Failure by an employee to comply with this Code will result in appropriate disciplinary action, which may include termination of employment. Unless the context requires otherwise, all references to "employees" in this Code shall also refer to officers of the Company.

SCOPE

This Code applies to all of Thermo Fisher's directors, officers and employees worldwide, including employees of Thermo Fisher subsidiaries

NOTICE

This Code does not create a binding agreement between Thermo Fisher and any employee, director or officer, or other person or entity. This Code (as well as all other policies that the Company may adopt from time to time) may be amended unilaterally by the Company at any time.

COMPLIANCE WITH LAWS AND INTERNAL POLICIES

The Company requires that all employees, officers and directors comply with all laws, rules and regulations applicable to the Company wherever it does business. You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations and to ask for advice when you are uncertain about them

If you become aware of, or have reason to believe there has been, the violation of any law, rule or regulation by the Company, whether by its officers, employees or directors, you are expected to promptly report the matter to your supervisor, a member of the Company's Legal Department, or contact the Ethics Hotline (described further in Appendix A). Employees, officers and directors shall not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against an employee because he or she in good faith reports any such violation or belief.

In addition to laws and regulations imposed by local governments and regulatory bodies, the Company from time to time adopts its own policies and procedures. As in the case of laws and regulations, you are also required to comply with the Company's internal policies and procedures.

CONFLICTS OF INTEREST

All directors, officers and employees are required to avoid any relationship with other individuals or organizations that might impair, or even appear to impair, the proper performance of their Company-related responsibilities. Directors, officers and employees must avoid any situation that might affect their independence of judgment with respect to any business dealings between the Company and any other organization or individual. Any employee who believes that he or she may have such a conflict, whether actual or potential, must report all pertinent details to his or her supervisor or a member of the Company's Legal Department. Any director or officer who believes that he or she may have a conflict of interest, whether actual or potential, must report all pertinent details to the Company's General Counsel.

If you become aware of a conflict involving another person in the Company, whether actual or potential, you should report all pertinent details to your supervisor, your Human Resources Director, or a member of the Company's Legal Department.

A conflict of interest situation can arise in many ways, some of which are set forth below.

A. Related-Party Transactions

Related-party transactions are those in which the parties do not deal with one another at arm's length. They include, but are not limited to, any employee of the Company who is in a position to influence a business transaction between the Company and: (1) an individual who is his or her spouse, child, sibling, parent, partner, present or former close business associate; (2) a non-Company organization for which he or she currently serves as an officer, trustee or partner, or for which he or she has recently served in such capacity; or (3) any individual or organization with whom he or she is negotiating, or with whom he or she has an arrangement, concerning prospective employment.

The Company should avoid related-party transactions. If any employee believes that a related-party transaction exists or might occur, he or she must make full disclosure to his or her supervisor. After such full disclosure, the existing or potential conflict will be reviewed by the supervisor, and a decision will be made about whether the related-party transaction is appropriate, and whether the Company should proceed with the transaction. In the case of a material related-party transaction, the supervisor must report the matter to the Company's General Counsel.

B. Outside Business Interests

Employees are expected to give their full and undivided attention to their Company duties. They should not use Company facilities or their association with the Company to carry on a private business or profession. Employees shall not engage in a profit-making business, or become involved with a nonprofit organization, outside of their employment with the Company, if such business or organization

- (a) Provides goods, services or assistance to a competitor, customer or supplier of the Company; or
- (b) Interferes with the employee's assigned duties at the Company.

No employee shall have a financial interest in a competitor, customer or supplier of the Company, other than (x) less than 1% of the outstanding shares of a publicly-held company (with respect to a customer, supplier or competitor) or (y) less than 5% of the outstanding shares of a privately-held company (with respect to a customer or supplier only).

No director may perform services as a consultant, employee, officer, director or advisor or in any other capacity for a competitor of the Company. No director shall have a financial interest in a competitor of the Company, other than an investment representing less than 1% of the outstanding shares of a publicly-held company.

Please see the Company's policy on Outside Relationships for additional information.

ACCEPTANCE OF COSTLY ENTERTAINMENT OR GIFT

In general, Company employees, officers and directors, and their relatives, may not request or accept payments of money or anything of value from any government officials, customers, suppliers or others with whom the Company does business, has done business, or may have occasion to do business. Restricted payments include, but are not limited to, any and all of the following:

- Compensation in any form (cash, kind, credit, etc.).
- Travel, transportation or lodging.
- Entertainment including, but not limited to, tickets to sporting and other events, business meals, and other business-related entertainment activity (golf, tennis, etc.) unless approved in advance by your supervisor or a member of the Company's Legal Department or ancillary to a legitimate business meeting attended by the person or company providing the entertainment.
- Gifts of any kind, nature or description, including discounts, coupons and other offers not available to the public in general, provided, however, that employees may accept branded promotional items and annual holiday gifts (other than cash) having a reasonably estimated fair-market value of \$100.00 or less, provided the gifts are consistent with customary industry practices and applicable law and could not reasonably be construed as a bribe or payoff. For guidance on gifts that do not meet this criteria, please contact a member of the Company's Legal Department.

IMPROPER PAYMENTS, GIFTS AND GRATUITIES

A. Customers and Suppliers

The use of Company funds or assets for gifts, gratuities or other favors to employees of other businesses, particularly customers or suppliers, to obtain an improper advantage is prohibited. A business courtesy, such as a gift or entertainment, should never be offered under circumstances that might create the appearance of an impropriety. You may not furnish or offer to furnish any gift that is of more than token value or that goes beyond the common courtesies associated with accepted business practices. Our suppliers and customers likely have gift and entertainment policies of their own. You must be careful never to provide a gift or entertainment that violates the other company's gift and entertainment policy. Giving or receiving any payment or gift in the nature of a bribe or kickback is absolutely prohibited.

B. Government Officials

Employees, officers and directors must never offer incentives to foreign or domestic government officials or agents in the hopes of influencing that individual. Employees, officers and directors must never give gifts, gratuities or other payments directly or indirectly to domestic or foreign government officials in an effort to obtain or retain business for the Company or to obtain any special or unusual treatment in connection with a business transaction. Because the reason for a gift, gratuity, favor, or payment may be subject to misinterpretation, the Company prohibits any expenditures of any kind involving government officials without the prior explicit permission of a member of Thermo Fisher's Legal Department. Any such expenditure or transaction must be accurately recorded in the books and records of the Company, in accordance with the requirements of the Company's Chief Accounting Officer.

POLITICAL CONTRIBUTIONS

Political contributions to U.S. federal election campaigns made directly or indirectly from Company funds are prohibited. The legality of political contributions to state, local or foreign campaigns or causes must be determined on a jurisdiction-by-jurisdiction basis and, therefore, must be approved in advance by a member of the Company's Legal Department. Political contributions include any donation, gift, or loan of Company funds, assets, or property, directly or indirectly, to or for the benefit of any political party, committee, or candidate, and any use of Company funds, assets, or property, directly or indirectly to oppose or support any Government or subdivision thereof, or to oppose or

to support any candidate or office-holder. This includes: (a) donations, gifts, or loans of funds, assets or property which are made by employees or third persons, such as agents, or consultants, who are reimbursed in any way by the Company; (b) the uncompensated use of Company services, facilities, or property; and (c) loans, loan guarantees or other extensions of credit.

HONEST AND ETHICAL CONDUCT AND FAIR DEALING

Employees, officers and directors should endeavor to deal honestly, ethically and fairly with the Company's suppliers, customers, competitors and employees. Statements regarding the Company's products and services or otherwise must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

INSIDER TRADING

All directors, officers and employees are prohibited from engaging, or assisting others in engaging, in any transactions involving the securities of the Company, or the securities of any other entity with whom the Company is engaged (such as suppliers or customers), or with whom it will be engaged, in a business transaction, while you are in possession of any material confidential information about the Company or the other entity (meaning information that significantly affects, or would reasonably be expected to have an effect on, the market price or value of the Company's securities). Pursuant to this Code, you are also prohibited from communicating such confidential information to others who might trade securities on the basis of that information. Such acts may constitute violations of the law and could result in criminal prosecution of the individual and the Company, or result in serious fines or penalties. (See the Company's Insider Trading Policy.)

If you are uncertain about the constraints on your purchase or sale of any Company securities or the securities of any other company that you are familiar with by virtue of your relationship with the Company, you should consult with a member of the Company's Legal Department before making any such purchase or sale.

ACCURACY OF BOOKS AND RECORDS AND PUBLIC REPORTS

Employees, officers and directors must honestly and accurately report all business transactions. You are responsible for the accuracy of your records and reports. Accurate information is essential to the Company's ability to meet legal and regulatory obligations.

All Company books, records and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record. The financial statements of the Company shall conform to generally accepted accounting rules and the Company's accounting policies. No undisclosed or unrecorded account or fund shall be established for any purpose. No false or misleading entries shall be made in the Company's books or records for any reason, and no disbursement of corporate funds or other corporate property shall be made without adequate supporting documentation.

It is the policy of the Company to provide full, fair, accurate, timely and understandable disclosure in reports and documents filed with, or submitted to, the Securities and Exchange Commission ("SEC") and in other public communications.

CONCERNS REGARDING ACCOUNTING OR AUDITING MATTERS

Employees with concerns regarding questionable accounting or auditing matters or complaints regarding accounting, internal accounting controls or auditing matters may confidentially (to the extent legally permitted), and anonymously if they wish, submit such concerns or complaints in writing to the Company's General Counsel or may use the

Company's Ethics Hotline (within the U.S. at 1-888-267-5255; toll-free numbers for use outside the U.S. may be found at <https://thermofisher.net>). See "Ethics Hotline." All such concerns and complaints will be forwarded to the Audit Committee of the Board of Directors. The Audit Committee will evaluate the merits of any concerns or complaints referred to it by the Company's General Counsel and Chief Financial Officer and authorize such follow-up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint.

The Company will not discipline, discriminate against or retaliate against any employee who reports in good faith a complaint or concern regarding accounting or auditing matters.

DEALINGS WITH INDEPENDENT AUDITORS

No employee, officer or director shall, directly or indirectly, make or cause to be made a materially false or misleading statement to an accountant in connection with (or omit to state, or cause another person to omit to state, any material fact necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading to, an accountant in connection with) any audit, review or examination of the Company's financial statements or the preparation or filing of any document or report with the SEC. No employee, officer or director shall, directly or indirectly, take any action to coerce, manipulate, mislead or fraudulently influence any independent public or certified public accountant engaged in the performance of an audit or review of the Company's financial statements.

CONFIDENTIAL BUSINESS INFORMATION

Employees, officers and directors must maintain the confidentiality of confidential information (defined as nonpublic information from which the Company or other third party derives value and hereafter referred to as "Confidential Information") entrusted to them by the Company or other companies, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated. Unauthorized disclosure of any confidential information is prohibited.

You may receive inquiries from third parties for information concerning the Company. Employees (other than the Company's officers and other authorized spokespersons) must not discuss or disseminate the Company's Confidential Information to any third party, such as customers, suppliers or potential competitors, except as required in the performance of his or her duties and after an appropriate confidentiality agreement is in place. If you receive inquiries from the media, market professionals (such as securities analysts, institutional investors, investment advisers, brokers and dealers) and security holders, you must decline to comment and refer the inquirer to your supervisor or one of the Company's authorized spokespersons.

You also must abide by any lawful obligations that you have to any former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at the Company and non-competition obligations.

PROTECTION AND PROPER USE OF CORPORATE ASSETS

Employees, officers and directors should seek to protect the Company's assets. Theft, carelessness and waste have a direct impact on the Company's financial performance. Employees, officers and directors must use the Company's assets and services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

Employees, officers and directors must advance the Company's legitimate interests when the opportunity to do so arises. You must not take for yourself personal opportunities that are discovered through your position with the Company or the use of property or information of the Company.

THE GOVERNMENT AS A CUSTOMER

In addition to the provisions of this Code and other Thermo Fisher policies, employees working with the U.S. government, state or local governments, or governments of those countries where we operate or sell, have an additional obligation to know, understand and abide by the laws, regulations and ethical standards of those governments that may be more strict than those that apply to our non-government customers and suppliers.

Making or receiving payments in the form of bribes, kickbacks or payoffs to or from government officials, customers, suppliers or others with whom the Company does business is strictly prohibited. Any such payments are improper, whether made or received directly or indirectly. In addition, any arrangements, which aid or abet another party in making or receiving such a payment, are improper. Improper payments need not be in the form of money. They may include nonmonetary gifts or the provision of services.

Employees should become familiar with Thermo Fisher's policies, including the Government Contracts Policy, which provide additional expectations in this area and contact a member of the Company's Legal Department with any questions. These policies are available on ThermoFisher.Net (<https://thermofisher.net>).

EXPORT CONTROL AWARENESS

Exports and imports are a significant part of the operations of Thermo Fisher. Adherence to export/import control laws and regulations is essential to maintaining the privilege of engaging in international commerce. Failure to comply may subject Thermo Fisher and its employees to penalties, fines, imprisonment, and loss of export privileges, as well as adverse publicity.

Therefore, it is important that we comply with all export/import control laws and regulations pertaining to our operations. Thermo Fisher must conduct all of its export-related and import-related activities, including sales and shipments of products and transfers of technology, in a manner intended to satisfy its obligations under export/import laws and regulations of the United States and of other countries in which it is engaged in business.

Export control laws apply to more than simply shipping products and spare parts to different countries. They also apply to technology and information communicated to people in or from other countries, or who represent organizations located in certain countries. Thus, an export may occur not only when items are shipped or carried to another country, but also via a telephone conversation, fax, or email, or during a sales or technical presentation, a facility visit, or any other access to technology by a citizen of another country (including our own employees).

All employees should become familiar with Thermo Fisher's Export/Import Control Policy (also available on ThermoFisher.Net (<https://thermofisher.net>)). Those who are involved in international sales, or in processing or shipping international orders, or in transmitting technical information need a more detailed understanding of export/import control regulations. For additional information, please see the Thermo Fisher's Export/Import Controls Policy. If you have any questions, contact your Export/Import Coordinator, appropriate export/import compliance personnel of the Company in Pittsburgh, PA or in Waltham, MA, or a member of the Company's Legal Department.

MAINTAINING FREE COMPETITION

U.S. federal and state antitrust laws, as well as international competition laws, prohibit various practices that could limit competition or restrict fair trade. Under these laws, companies may not enter into agreements with other companies, however informally, that unreasonably restrict competition. Some examples of prohibited agreements include: an agreement with competitors to charge customers the same price for products or to divide markets or service territories (i.e., to divide customers); an agreement with suppliers not to sell to the company's competitors; or forcing any customer to buy an item or service as a condition of buying another item or service. Accordingly,

employees are expected to be sensitive to the possibility of legal concerns under competition laws which are more fully described in Thermo Fisher's Antitrust Policy and direct any questions or concerns to either your supervisor or a member of the Company's Legal Department.

HEALTH AND SAFETY

The safety and health of employees and the public are of prime importance to Thermo Fisher. Safety rules and work practices are developed to help preserve the safety and health of employees and the public and to comply with applicable regulations. All employees are expected to know the safety rules pertaining to their job assignments, and to comply with these rules in the performance of their jobs. Thermo Fisher does not tolerate any conduct by employees that jeopardizes the safety of the workplace, other employees, or the public. Subject to applicable law, employees convicted of any crime involving drugs, fraud, dishonesty, violence or sexual related offenses must notify the Company within five days of conviction.

A. Alcohol and Drugs

The Company does not tolerate any employees, officers or directors becoming impaired by alcohol either before or during any work-related activity. Alcohol should not be provided at Company sponsored events except as authorized by a member of the Company's Legal Department and the applicable business unit President, General Manager or Company Vice President, and then subject to such conditions as they may impose. Any person who the Company has a good faith basis to suspect is violating this policy may be subject to medical testing, including blood alcohol testing, to the extent permitted by applicable law. Violation of this policy or refusal to cooperate with testing under this policy will result in discipline, up to and including immediate termination.

The Company will not tolerate the use of illegal drugs or other mind-altering substances by any person. Subject to applicable law, persons may be required to submit to drug screens, blood tests, and other medical examinations as a condition of employment, on a random basis following any accident, or at any time in the event the Company has a good faith basis to suspect a possible violation of this policy or a reasonable interest in conducting such test for the safety of its employees. The presence of any illegal drug or other mind-altering substance in the body is a violation of this policy. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a violation of this policy.

Persons are also prohibited from possessing, using, selling or purchasing illegal drugs or other mind-altering substances on Company property, in Company vehicles and on Company business. Off-premises possession, use, sale or purchase of illegal drugs or mind-altering substances outside of working hours may reflect unfavorably on the Company's reputation and is also prohibited.

This policy does not prohibit the proper use of medication under the direction of a physician or the use of over the counter medication in accordance with directions for its use and for legitimate medical purposes. However, the misuse or abuse of such drugs on Company property, in Company vehicles and on Company business is prohibited. A person who is taking prescription or nonprescription drugs must consult with his or her physician to determine if such use could affect the person's ability to perform his or her job in a safe and efficient manner.

If the use of such drug could affect the person's ability to perform his or her job, the person must inform his or her supervisor of that fact, and may request a reasonable accommodation in order to continue working while using such drug. If the Company is unable to provide the person a reasonable accommodation, the employee will not be permitted to work while using the drug.

B. Firearms or Other Weapons

The Company will not tolerate any level of violence in the workplace or in any work-related setting. Firearms or other

weapons shall not be in the possession of any person while on Company premises or Company property or when in Company vehicles, or when engaged in Company business regardless of whether or not a person is licensed to carry such weapons, unless authorized in advance by a member of the Company's Legal Department.

C. Harassment The Company is committed to maintaining a work environment that is free of harassment based on race, color, gender, religion, age, national or ethnic origin, disability, sexual orientation or other classification protected by applicable law. Any such harassment of our employees, applicants or customers by other employees, customers, suppliers or others conducting business with the Company, regardless of whether the harassment occurs directly or indirectly, is prohibited by this policy, whether or not it also violates applicable law. For additional information and guidance, please see the Company's Sexual Harassment Policy.

D. Reporting of Personal Injuries or Property Damage Any condition at a Company facility or workplace that has resulted in or may be expected to result in (i) personal injury to an employee or visitor or (ii) property damage should be reported to the facility manager, the appropriate environmental health & safety personnel in Waltham, MA, or Pittsburgh, PA, to a member of the Company's Legal Department or through the Ethics Hotline.

EQUAL EMPLOYMENT OPPORTUNITY

It is Thermo Fisher's policy to afford equal opportunity for employment to all individuals of any race, color, religion, sex, national or ethnic origin, sexual orientation, disabled veteran or veteran of Vietnam era status, and age with due regard to their relative qualifications and abilities. Thermo Fisher's Equal Employment Opportunity Policy applies to recruitment, hiring, promotion, demotion, transfer, discipline, layoff, termination, rates of pay, selection for training, and every other type of pre- and post-employment personnel activity.

ENVIRONMENTAL PROTECTION

Thermo Fisher is committed to satisfying all environmental regulatory compliance requirements. Employees are expected to comply with environmental regulations and maintain Thermo Fisher's standards of full compliance with the law. Any questions regarding environmental issues should be directed to the appropriate environmental health & safety personnel in Waltham, MA, or Pittsburgh, PA.

PERSONAL PRIVACY

Subject to applicable law, the Company has the right to inspect employees, their personal possessions and property, personal vehicles parked on Company property and work areas. This includes lockers, desks, file cabinets, workstations, computers, personal mail sent to the Company, voice mail and e-mail. Such searches may be conducted any time, without advance notice. If deemed necessary by management and a member of the Legal Department and subject to applicable law, employees themselves may be asked to submit to a search. At no time will any employee be searched by, or in the presence of, a member of the opposite sex. If an employee does not consent to an inspection, the Company may take disciplinary action, up to and including termination. In addition, subject to applicable law, the Company reserves the right to request visitors to agree to an inspection of their person, personal possessions and property while on Company premises.

In order to effectively evaluate performance and ensure consistency in the message to existing and prospective customers, random call monitoring may be part of the ongoing performance review process for persons in customer contact departments such as Customer Service, Direct Sales and Telemarketing. Call monitoring affords supervisors the opportunity to provide immediate, specific performance feedback, as well as assist with the coaching and development of employees. Any information will be used for internal purposes only. Any call monitoring will be conducted in accordance with all applicable laws.

It is the Company's policy to comply fully with all applicable laws governing wiretapping, eavesdropping, and other forms of electronic surveillance. Subject to applicable law, the Company reserves the right to engage in surveillance

of employees and Company premises. It is a violation of this Code and the laws of most states for a person to use any electronic, mechanical or other device to intercept or record the contents of any telegraphic, telephonic, facsimile, modem-transmitted electronic mail or other electronic communication unless one (or in certain jurisdictions all) of the parties to the communication consent to the interception. This includes the use of telephone extensions to overhear other individuals' conversations.

ADMINISTRATION AND INTERPRETATION

Considering the complexity of this Code, and the determination of the Company's management and Board of Directors to comply with both the letter and spirit of all applicable laws and regulations, it is recognized that questions of interpretation will arise. All questions relating to this Code are to be addressed to your supervisor who shall consult with members of management or the Company's Legal Department, as appropriate.

WAIVERS OF THIS CODE OF BUSINESS CONDUCT AND ETHICS

While some of the regulations contained in this Code must be strictly adhered to and no exceptions can be allowed, in rare cases exceptions may be possible. Any employee who believes that an exception to any of these policies is appropriate and in the Company's best interest in his or her case should first contact his or her supervisor. If the supervisor agrees that an exception is appropriate, the approval of a member of the Company's Legal Department must be obtained.

Any officer or director who seeks an exception to any of these policies should contact the Company's General Counsel. Any waiver of this Code for officers or directors or any change to this Code that applies to officers or directors may be made only by the Board of Directors of the Company and will be disclosed as required by law or stock exchange regulation.

ETHICS HOTLINE

Any employee of Thermo Fisher who observes or suspects a violation of any law, regulation, or this Code of Business Conduct and Ethics, should contact a member of the Company's Legal Department or use Thermo Fisher's Ethics Hotline. Specific information related to the Ethics Hotline may be found in the Ethics Hotline Policy attached to this Code as Appendix A.

EXAMPLES OF THERMO FISHER'S CODE OF BUSINESS CONDUCT AND ETHICS

Situation: Is there a need to review all international transactions for export compliance issues?

Practicing Policy:

Review of all international transactions is required to ensure compliance. Keep in mind that Thermo Fisher is a U.S. corporation and U.S. export control laws may apply even for non-U.S. transactions. Thus, if you sell products internationally, process or ship international orders, or communicate sensitive information, you should become familiar with Thermo Fisher's Export Controls Policy and applicable export regulations. Contact the appropriate export compliance personnel of the Company in Pittsburgh, PA or in Waltham, MA, or a member of the Company's Legal Department if you have any questions.

Situation: With respect to government officials, are gifts and gratuities allowed?

Practicing Policy:

No, gifts and gratuities to government officials are prohibited unless expressly authorized by a member of the Company's Legal Department. Examples of prohibited gifts to public officials include meals, golf outings and tickets to events.

Situation: Environmental protection laws are complex, so how do I know when to be concerned about a particular situation?

Practicing Policy:

The laws are complex, but you do not need to understand every detail before you report an environmental concern. In general, all materials should be properly labeled, used, sorted and transported, and waste substances must be recycled or disposed of properly. If you use specific materials on your job, you should understand their properties and hazards and wear appropriate safety gear when the duties require you to do so. If you are unsure, ask your supervisor.

Situation: Among employees, what are some examples of conduct is considered "out of bounds"?

Practicing Policy:

Prohibited conduct includes disparaging, abusive and/or sexual words, phrases or materials; slurs, negative stereotyping; threatening, intimidating, or hostile acts, including jokes or pranks that might reasonably be perceived as hostile or demeaning; unwelcome touching; written or graphics material or objects that are sexually-oriented, obscene or criticize or show hostility or aversion toward an individual or group.

Appendix A

THERMO FISHER ETHICS HOTLINE

Policy

Thermo Fisher is committed to compliance with the laws that affect the conduct of our business and to the highest standards of business ethics and integrity. In order to help ensure compliance with the law and Company policies, including its Code of Business Conduct and Ethics, Thermo Fisher has instituted a "hot-line" for all Thermo Fisher employees to use to report conduct that might involve illegality or other violations of the Thermo Fisher Policies and Procedures.

Scope

This policy applies to all of Thermo Fisher's worldwide employees, where applicable.

Procedures

If an employee observes or suspects a violation of a law or regulation or other elements of the Thermo Fisher Policies and Procedures, the employee should contact the Ethics Hotline. The Ethics Hotline may be reached any time by telephone toll-free in the United States at 1-888-267-5255. For employees located outside of the U.S., toll-free telephone numbers for the Ethics Hotline may be found at <https://thermofisher.net>. If you prefer to contact the Ethics Hotline in writing, the address is:

Thermo Fisher Scientific Inc.
Attn: Ethics Hotline
P.O. Box 9046
81 Wyman Street
Waltham, MA 02454-9046

All calls will be documented, and then the subject will be referred to appropriate reviewing personnel, who will determine whether an investigation is required. Callers may remain anonymous. Those persons who identify themselves and request confidentiality will be treated confidentially to the extent it is legally permissible to do so.

Callers to the Ethics Hotline should be prepared to describe the situation as completely as they can, including dates, names, facilities and/or departments involved, and names of other employees who would provide additional information. Callers should contact the Ethics Hotline even if they do not have all of the facts or if they are unsure if there is a problem. The Ethics Hotline staff, in conjunction with the Thermo Fisher Legal Department, will look into the information provided, attempt to verify it, and take appropriate action.

All concerns and complaints about accounting or auditing matters will also be forwarded to the Audit Committee of the Board of Directors. The Audit Committee will evaluate the merits of the concern or complaint and authorize such follow up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint.

Contact the Ethics Hotline to report possible violations related to, among other things:

- Accounting or Auditing Matters
- Antitrust Laws
- Conflicts of Interest
- Environmental Laws
- Export/Import Laws
- Food and Drug Laws
- Fraudulent Transactions
- Health and Safety Laws
- Government Contracts Laws
- Political Contributions
- Insider Trading and Other Securities Laws
- Theft, Bribes, and Kickbacks
- Thermo Fisher's Code of Business Conduct and Ethics

CERTIFICATION

I, Greg Stahl (please print or type your name), hereby acknowledge that I have reviewed the Thermo Fisher Scientific Inc. Code of Business Conduct and Ethics.

I further confirm that I have complied with the policies described in the Code of Business Conduct and Ethics and will do so in the future.


Signature

5-9-08
Date

Thermo Fisher Scientific Inc.
Attn: Ethics Hotline
P.O. Box 9046
81 Wyman Street
Waltham, MA 02454-9046

All calls will be documented, and then the subject will be referred to appropriate reviewing personnel, who will determine whether an investigation is required. Callers may remain anonymous. Those persons who identify themselves and request confidentiality will be treated confidentially to the extent it is legally permissible to do so.

Callers to the Ethics Hotline should be prepared to describe the situation as completely as they can, including dates, names, facilities and/or departments involved, and names of other employees who would provide additional information. Callers should contact the Ethics Hotline even if they do not have all of the facts or if they are unsure if there is a problem. The Ethics Hotline staff, in conjunction with the Thermo Fisher Legal Department, will look into the information provided, attempt to verify it, and take appropriate action.

All concerns and complaints about accounting or auditing matters will also be forwarded to the Audit Committee of the Board of Directors. The Audit Committee will evaluate the merits of the concern or complaint and authorize such follow up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint.

Contact the Ethics Hotline to report possible violations related to, among other things:

- Accounting or Auditing Matters
- Antitrust Laws
- Conflicts of Interest
- Environmental Laws
- Export/Import Laws
- Food and Drug Laws
- Fraudulent Transactions
- Health and Safety Laws
- Government Contracts Laws
- Political Contributions
- Insider Trading and Other Securities Laws
- Theft, Bribes, and Kickbacks
- Thermo Fisher's Code of Business Conduct and Ethics

CERTIFICATION

I, Robert Brandner (please print or type your name), hereby acknowledge that I have reviewed the Thermo Fisher Scientific Inc. Code of Business Conduct and Ethics.

I further confirm that I have complied with the policies described in the Code of Business Conduct and Ethics and will do so in the future.


Signature

5-8-08
Date

Thermo Fisher Scientific Inc.
Attn: Ethics Hotline
P.O. Box 9046
81 Wyman Street
Waltham, MA 02454-9046

All calls will be documented, and then the subject will be referred to appropriate reviewing personnel, who will determine whether an investigation is required. Callers may remain anonymous. Those persons who identify themselves and request confidentiality will be treated confidentially to the extent it is legally permissible to do so.

Callers to the Ethics Hotline should be prepared to describe the situation as completely as they can, including dates, names, facilities and/or departments involved, and names of other employees who would provide additional information. Callers should contact the Ethics Hotline even if they do not have all of the facts or if they are unsure if there is a problem. The Ethics Hotline staff, in conjunction with the Thermo Fisher Legal Department, will look into the information provided, attempt to verify it, and take appropriate action.

All concerns and complaints about accounting or auditing matters will also be forwarded to the Audit Committee of the Board of Directors. The Audit Committee will evaluate the merits of the concern or complaint and authorize such follow up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint.

Contact the Ethics Hotline to report possible violations related to, among other things:

- > Accounting or Auditing Matters
- > Antitrust Laws
- > Conflicts of Interest
- > Environmental Laws
- > Export/Import Laws
- > Food and Drug Laws
- > Fraudulent Transactions
- > Health and Safety Laws
- > Government Contracts Laws
- > Political Contributions
- > Insider Trading and Other Securities Laws
- > Theft, Bribes, and Kickbacks
- > Thermo Fisher's Code of Business Conduct and Ethics

CERTIFICATION

I, Steve Blandino (please print or type your name), hereby acknowledge that I have reviewed the Thermo Fisher Scientific Inc. Code of Business Conduct and Ethics.

I further confirm that I have complied with the policies described in the Code of Business Conduct and Ethics and will do so in the future.

Steve Blandino
Signature

5-8-08
Date